IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

CHAMBER SUMMONS NO.192 OF 2006
IN
SUIT NO.916 OF 2004

Office notes, Office Memoranda of Coram, appearance, Court's orders or directions and Prothonotary's orders

Court's or Judge's orders

Mr.Karl Shroff i/by M/s.B.Amin & Co. for plaintiffs.

Mr.Charanjeet Chanderpal for defendant nos.1 & 3.

Mr.Jaideep Mitra with Mr.Bimal Bhabhda i/by M/s.Apte & Co. for defendant no.2.

Coram : R.S.Mohite,J

Date : 18.10.2006.

PC

1. This is a chamber summons which has been taken out by defendant no.1. Advocate for defendant no.1 submits that this chamber summons now does not survive. He wishes to withdraw the same. Chamber summons is disposed off as withdrawn.

(R.S.Mohite,J)

CHAMBER SUMMONS NO.302/2006

AND 303/2006 IN SUIT 916/2004.

1. Both these chamber summons can be disposed off by a common order since they seek the same prayer. What is sought by these 2 chamber summons is a variation of an order dated 5.12.2005 by which the Court Receiver has fixed a final royalty @ Rs.10,400/- per month and has also fixed adhoc security of Rs.7 lakhs which was later on by order dated 14.9.2006 changed as final security to the tune of Rs.25 lakhs. It is seen that the valuer's report indicates that the value of the flat is Rs.25 lakhs. In my view, proper security to be taken in this matter would be Rs.10 lakhs. An agency agreement is required to be executed in favour of defendant no.1. The Court Receiver states that the arrears of royalty as fixed under various orders till today is Rs.47,800/-. Advocate for defendant no.1 undertakes that he

will deposit Rs.3 lakhs by way of security and arrears of Rs.47,800/- within a period of 8 weeks from today. This udnertaking is given on instructions by the Advocate for defendant no.1 taken from defendant no.1 who is present in the Court. The undertaking is accepted. It is further directed that future royalty @ Rs.10,400/- per month will be regularly deposited by defendant no.1 with the Court Receiver on or before 10th day of each month. Advocate for defendant no.1 on taking instructions from defendant no.1 undertakes to deposit this amount regularly as aforesaid. This undertaking is also accepted. Court Receiver to take usual undertaking before the execution of the agency agreement. To the extent of what is provided hereinabove, the orders of the Court Receiver dated 5.12.2005 and 14.9.2006 stands modified. Both the chamber summons stand disposed off. Advocate for the plaintiffs

states that in the event of default, the Court Receiver should be directed to take possession. I am deferring this order today but I am making it very clear that if there is any default, plaintiffs will be at liberty to move.

(**R.S.Mohite,J)**